

225381  
225383

Print Application

Clear Fields

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from  
John Doe dba Doe's Limo

Request to transfer class C taxi  
Certificate of James E. Baker  
Dba: Yellow Cab

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET 2010 - 281 - T  
NUMBER: 1984 - 29 - T

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: James E. Baker

Telephone: (843) 248-9069

Address: 1818 N. Main Street  
Conway, SC 29526

Fax: (843) 248-6439

Other:

Email:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Application - Class A/A Restricted   | <input checked="" type="checkbox"/> Request for Name Change on Certificate |
| <input checked="" type="checkbox"/> Application - Class C Taxi  | <input type="checkbox"/> Request to Amend Scope of Authority               |
| <input type="checkbox"/> Application - Class C Charter  | <input type="checkbox"/> Request to Amend Tariff (rate increase, etc.)     |
| <input type="checkbox"/> Application - Class C Charter Bus  | <input type="checkbox"/> Request to Amend Passenger Limit                  |
| <input type="checkbox"/> Application - Class C Non-Emergency  | <input type="checkbox"/> Request   |
| <input type="checkbox"/> Application - Class C Stretcher Van  | <input type="checkbox"/> Exhibit   |
| <input type="checkbox"/> Application - Class E Household Goods  | <input type="checkbox"/> Late-Filed Exhibit                                |
| <input type="checkbox"/> Application - Class E Hazardous Waste  | <input type="checkbox"/> Letter  |
| <input checked="" type="checkbox"/> Application for sale/transfer of certificate  | <input type="checkbox"/> Proposed Order                                    |
| <input type="checkbox"/> Request for Extension to Comply with Order   | <input type="checkbox"/> Publisher's Affidavit                             |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded | <input type="checkbox"/> Reservation Letter                                |
| <input type="checkbox"/> Request for Cancellation of Certificate  | <input type="checkbox"/> Response  |
| <input type="checkbox"/> Request for Suspension   | <input type="checkbox"/> Return to Petition                                |
| <input type="checkbox"/> Request for Reinstatement  | <input type="checkbox"/> Other:  |

Request  
- Waive a hearing  
- expedited review

Post: 4001  
Dept: SA/ORS  
Date: 8/17/10  
12/15

RECEIVED  
AUG 12 2010  
PSC SC  
CLERK'S OFFICE

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

DS

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210  
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR SALE, TRANSFER, OR LEASE OF CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

Date: August 5, 2010

**IMPORTANT!** A current annual report must be on file with the Commission before application will be accepted.

Select Class: (Check one)

- ☐ E (HHG) - Household Goods  
☐ E (HAZ) - Hazardous Material  
☒ Class C taxi

Type of Application: (Check one)

- ☐ Sale of Certificate  
☒ Transfer of Certificate  
☐ Lease of Certificate

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

Yellow Cab of Conway, LLC.

1818 N. Main Street Conway, SC 29526  
Street Address of Applicant

414 17th Avenue South Myrtle Beach, SC 29577  
Mailing Address of Applicant if different from street address

(843) 626-8222 (843) 448-9281  
Phone FAX

david+wellons@yahoo.com  
Email Address

2. If incorporated, a copy of Articles of Incorporation must be attached. (If incorporated outside of SC, attach SC Secretary of State "Foreign Corporation" Certificate.)

# REQUEST TO SALE OR TRANSFER CLASS C CERTIFICATE

DATE OF REQUEST: August 5, 2010

Mail, fax, or email this form to:

S.C. Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, S.C. 29201

PHONE (803) 737-0578  
EMAIL cchauvi@regstaff.sc.gov  
FAX (803) 737-0815

By submitting this form, James E. Baker, is requesting approval from the S.C.  
(Printed Name of the Owner of the Certificate)

Office of Regulatory Staff to transfer the

☒ Class C Taxi Certificate # 3986

☐ Class C Charter Bus Certificate # \_\_\_\_\_

☐ Class C Charter Certificate # \_\_\_\_\_

☐ Class C Non-Emergency Cert. # \_\_\_\_\_

that was issued in the following certificated name

James E. Baker  
(Name of Company)

D/B/A Yellow Cab  
(if applicable)

to the following new owner: Yellow Cab of Conway, LLC David T. Wellons, Jr.  
(Printed Name of the New Owner) (Title of New Owner)  
Sole member / manager

## Contact Information for the New Owner

1818 North Main Street  
(Street Address)

Conway, SC 29526  
(City, State & Zip for Street Address)

414 17th Avenue South  
(Mailing Address if different from Street Address)

Myrtle Beach, SC 29577  
(City, State & Zip for Mailing Address)

(843) 626-8222  
(Telephone Number)

davidtwellons@yahoo.com  
(Email Address)

The signatures of the current and new owners must be notarized for this form to be valid. In addition, a copy of any legal sale/transfer agreement or other documentation between the two parties must be attached to this form as proof of the transaction.

Sworn and subscribed before me  
this 5th day of August, 2010

Kathleen G. Loviero

Notary Public for South Carolina  
My Commission Expires: 1-2-2014

James E. Baker  
(Signature of Current Owner)

David T. Wellons, Jr. - sole member / manager  
(Signature of New Owner)

**THIS AGREEMENT IS SUBJECT TO ARBITRATION  
PURSUANT TO SECTION 15-48-10, ET SEQ., OF THE SOUTH  
CAROLINA CODE OF LAWS (THE SOUTH CAROLINA UNIFORM  
ARBITRATION ACT), AS MODIFIED HEREIN.**

**AGREEMENT FOR SALE OF COMPANY ASSETS**

THIS AGREEMENT FOR SALE OF ASSETS is entered into this day by and between James Baker, a resident of South Carolina ("Seller"), and David T. Wellons, Jr., a resident of South Carolina ("Purchaser").

WHEREAS, Seller operates a cab company under the name Yellow Cab Company of Conway as a sole proprietorship operated from 1818 Main Street, Conway, SC 29526 (the "Company") and owns equipment, the use of the trade name Yellow Cab of Conway, and the use of certain phone numbers 843-248-9069 and 843-248-6439 in connection with the cab company used in connection with the operation of his cab services business; and

WHEREAS, Purchaser desires to acquire substantially all of the assets used or useful, or intended to be used in the operation of Seller's business, and Seller desires to sell such assets to Purchaser; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION 1. ASSETS PURCHASED; LIABILITIES ASSUMED.**

1.1 Assets Purchased. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, the assets set forth in Exhibit "A" hereto ("Assets"). The price allocated to each asset of the Seller as required under Section 1060 of the Internal Revenue Code is set forth in Exhibit "A". Purchaser shall also obtain the exclusive right to use the trade name of Yellow Cab Company of Conway.

1.2 Liabilities Assumed. Purchaser shall not assume any liabilities of the Seller.

**SECTION 2. EXCLUDED ASSETS.**

2.1 Excluded Assets. Excluded Assets include any assets not stated in Exhibit "A".

**SECTION 3. PURCHASE PRICE FOR ASSETS.**

3.1 Purchase Price for Assets. The purchase price for the Business Assets shall be One Hundred Twenty Seven Thousand Five Hundred and No/100 (\$127,500.00) Dollars ("Purchase Price"), whereas a Five Hundred (\$500.00) Dollar Earnest Money Deposit shall be paid to Seller by Purchaser upon the execution of this Agreement and Purchaser shall pay the remaining One Hundred Twenty Seven Thousand (\$127,000.00) Dollars at the Closing to Seller.

3.2 Payment of Purchase Price.

Earnest Money upon Execution of Agreement	\$500.00
Cash Due at Closing	\$127,500.00
Total Purchase Price	\$127,500.00

SECTION 4. OTHER AGREEMENTS.

4.1 Other Agreements. At Closing the parties shall also execute the following additional documents:

Bill of Sale (attached hereto as Exhibit "B")  
Covenant Not To Compete (attached hereto as Exhibit "C").

SECTION 5. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser as follows:

5.1 Company Existence. Seller is now and on the Closing Date will be a sole proprietorship. Seller has all requisite power and authority to own, operate and/or lease the Assets, as the case may be, and to carry on his business as now being conducted.

5.2 Authorization. The execution, delivery, and performance of this Agreement have been duly authorized and approved by the Seller, and this Agreement constitutes a valid and binding Agreement of Seller in accordance with its terms.

5.3 Title to Assets. Seller holds good and marketable title to the Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, or encumbrances.

5.4 Brokers and Finders. Seller has not dealt with a broker in connection with the transaction contemplated by this Agreement. Seller agrees to hold the Purchaser harmless from any claim for brokerage commission asserted by anyone as a result of dealings with Seller.

5.5 Compliance with Codes and Regulations. Seller has no knowledge that the Company is not in violation of any provisions of any applicable building codes, fire regulations, zoning ordinances, building restrictions, or other ordinances, orders or regulations.

5.6 Employees. Seller warrants that all individuals who perform services including but not limited to driving cabs on behalf of the Company are either independent contractors or at will employees.

5.7 Accuracy of Representations and Warranties. None of the representations or warranties of Seller contain or will contain any untrue statement of a material fact or omit or will omit or mistake

a material fact necessary in order to make statements in this Agreement not misleading. Seller knows of no fact that has resulted, or that in the reasonable judgment of Seller will result in a material change in the business, operation or assets of Seller that has not been set forth in this Agreement or otherwise disclosed to Purchaser.

#### SECTION 6. REPRESENTATIONS OF PURCHASER.

Purchaser represents and warrants as follows:

6.1 Legal Existence. Purchaser has all requisite power and authority to enter into this Agreement and perform his obligations hereunder.

6.2 Authorizations. The execution, delivery, and performance of this Agreement have been duly authorized and approved by the Purchaser, and this Agreement constitutes a valid and binding Agreement of Purchaser in accordance with its terms.

6.3 Brokers and Finders. Purchaser has not employed a broker or finder in connection with the transaction contemplated by this Agreement and has not taken action that would give rise to a valid claim for a brokerage commission, finder's fee or other like payment on behalf of the Purchaser.

6.4 Accuracy of Representations and Warranties. None of the representations or warranties of Purchaser contain or will contain any untrue statement of a material fact or omit or mistake a material fact necessary in order to make the statements contained herein not misleading.

#### SECTION 7. COVENANTS OF SELLER.

7.1 Seller's Operation of Business Prior to Closing. Seller agrees that between the date of this Agreement and the Closing Date, unless otherwise subsequently agreed, Seller will:

7.1.1 Continue to operate the business that is the subject of this Agreement in the usual and ordinary course and substantially in conformity with all laws, ordinances, regulations, rules or orders, and will use his best efforts to preserve his business organization and preserve the continued operation of his business relations with his customers, suppliers, tenants, and others having business relations with Seller.

7.1.2 Not assign, sell, lease or otherwise transfer or dispose of any of the assets used in the performance of his business, whether now owned or hereafter acquired, except in the normal and ordinary course of business and in connection with its normal operation.

7.1.3 Maintain all of its assets in their present condition, reasonable wear and tear and ordinary usage excepted.

7.2 Covenants of Seller after Closing Date. Seller agrees that for a thirty (30) day period after the Closing Date Seller will assist Purchaser in the conversion of ownership by making himself

reasonably available to Purchaser for questions and to render advice regarding the company business.

7.3 Access to Premises and Information. At reasonable times prior to the Closing Date, Seller will provide Purchaser and his representatives with reasonable access during business hours to the assets, titles, contracts, and records of Seller and furnish such additional information concerning Seller's business as Purchaser from time to time may reasonably request.

7.4. Conditions and Best Efforts. Seller will use his best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions of the obligations of Seller under this Agreement, and will do all acts and things as may be required to carry out his respective obligations under this Agreement and to consummate and complete this Agreement.

7.5 Assignment. Seller grants Purchaser the right to assign all rights granted to Purchaser under this Agreement, including all rights set forth in Exhibits hereto, to a South Carolina limited liability company or corporation which anticipated name shall include Yellow Cab Company of Conway.

#### SECTION 8. COVENANTS OF PURCHASER.

8.1 Conditions and Best Efforts. Purchaser will use his best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions of the obligations of Purchaser under this Agreement, and will do all acts and things as may be required to carry out Purchaser's obligations under this Agreement and to consummate and complete this Agreement.

8.2 Confidential Information. If for any reason the sale of Assets is not closed, Purchaser will not disclose to third parties any confidential information received from Seller in the course of investigating, negotiating, and performing the transactions contemplated by this Agreement.

#### SECTION 9. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

The obligation of Purchaser to purchase the Assets is subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions, any one or portion of which may be waived in writing by Purchaser.

9.1 Representations, Warranties, and Covenants of Seller. All representations and warranties made in this Agreement by Seller shall be true as of the Closing Date as fully as through such representations and warranties had been made on and as of the Closing Date, Seller shall not have violated or failed to perform in accordance with any covenant contained in this Agreement.

9.2 Licenses and Permits. Purchaser shall obtain all licenses and permits from public authorities necessary to authorize the ownership and operation of the business of Seller.

9.3 Conditions of Business. There shall have been no material adverse change in the manner of operation of Seller's business prior to the Closing Date.

9.4 No Suits or Actions. At Closing no suit, action, or other proceeding shall have been

threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the contemplated transactions.

9.5 Inspection of Assets. Upon execution of this Agreement, Purchaser is hereby granted the right to inspect the Assets during Seller's business hours, or such other times as Seller may reasonably agree. Purchaser agrees to indemnify and hold Seller harmless from any and all losses, costs, expenses, claims, demands or causes of action (collectively "Losses") arising out of Purchaser's inspection of the Assets, except to the extent such Losses are attributable to the acts, omissions or negligence of Seller or any of his agents or representatives or arise out of conditions which Seller has actual knowledge of, and which were not disclosed to Purchaser.

9.6 Assignment. Seller grants Purchaser the right to assign all rights granted to Purchaser under this Agreement, including all rights set forth in Exhibits hereto, to a South Carolina limited liability company or corporation which anticipated name shall include Yellow Cab Company of Conway.

SECTION 10. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to the Closing Date, of each of the following conditions, any one or a portion of which may be waived in writing by Seller:

10.1 Representations, Warranties, and Covenants of Purchaser. All representations and warranties made in this Agreement by Purchaser shall be true as of the Closing Date as fully as though such representations and warranties had been made on and as of the Closing Date, and Purchaser shall not have violated or shall not have failed to perform in accordance with any covenant contained in this Agreement.

SECTION 11. PURCHASER'S ACCEPTANCE. Purchaser represents and acknowledges that he has entered into this Agreement on the basis of his own examination, personal knowledge, and opinion of the value of the business. Purchaser has not relied on any representations made by Seller other than those specified in this Agreement. Purchaser further acknowledges that Seller has not made any agreement or promise to repair or improve any of the leasehold improvements, equipment, or other personal property being sold to Purchaser under this Agreement, and that Purchaser takes all such property in the condition existing on the date of this Agreement, except as otherwise provided in this Agreement.

SECTION 12. RISK OF LOSS. The risk of loss, damage, or destruction to any of the equipment, , or other property to be conveyed to Purchaser under this Agreement shall be borne by Seller to the time of Closing. In the event of such loss, damage or destruction, Seller, to the extent reasonable, shall replace the lost property or repair or cause to repair the damaged property to its condition prior to the damage. If replacement, repairs, or restorations are not completed prior to Closing, the purchase price shall be adjusted by an amount agreed upon by Purchaser and Seller that will be required to complete the replacement, repair, or restoration following Closing. If Purchaser and Seller are unable to agree, then Purchaser, at his sole option and notwithstanding any other



provision of this Agreement, upon notice to Seller, may rescind this Agreement and declare it to be of no further force and effect, in which event there shall be no Closing of this Agreement and all of the terms and provisions of this Agreement shall be deemed null and void.

### SECTION 13. INDEMNIFICATION AND SURVIVAL.

13.1 Survival of Representations and Warranties. All representations and warranties made in this Agreement shall survive the Closing of this Agreement, except that any party to whom a representation or warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty to which such party had knowledge prior to Closing. Any party learning of a misrepresentation or breach of representation or warranty under this Agreement shall immediately give written notice thereof to all other parties to this Agreement. The representations and warranties in this Agreement shall terminate one (1) year from the Closing Date, and such representations or warranties shall thereafter be without force or effect, except any claim with respect to which notice has been given to the party to be charged prior to such expiration date.

13.2 Seller's Indemnification. Seller hereby agrees to indemnify and hold Purchaser, his successors and assigns harmless from and against:

13.2.1 Any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of Seller's business prior to the close of business on the day before the Closing Date, except for claims, liabilities, and obligations of Seller expressly assumed by Purchaser under this Agreement or paid by insurance maintained by Seller or Purchaser.

13.2.2 Any and all damages or deficiency resulting from any material misrepresentation, breach or warranty or covenant, or nonfulfillment or any agreement on the part of Purchaser under this Agreement.

13.3 Purchaser's Indemnification. Purchaser agrees to defend, indemnify, and hold harmless Seller from and against:

13.3.1 Any and all claims, liabilities, and obligations of every kind and description arising out of or related to the operation of the business following Closing or arising out of Purchaser's failure to perform obligations of Seller assumed by Purchaser pursuant to this Agreement.

13.3.2 Any and all damages or deficiency resulting from any material misrepresentation, breach or warranty or covenant, or nonfulfillment or any agreement on the part of Purchaser under this Agreement.

### SECTION 14. CLOSING.

14.1 Time and Place. This Agreement shall be closed at Purchaser's attorney's office on or

before August 30, 2010 (the "Closing Date") or as the Closing Date may be extended herein or at such other place and time as the parties may agree in writing. If Closing has not occurred on or prior to the Final Closing Date any party may elect to terminate this Agreement. If, however, the Closing has not occurred because of a breach of contract by one or more parties, the breaching party or parties shall remain liable for breach of contract.

14.2 Obligations of Seller at Closing. At the Closing and coincidentally with the performance by Purchaser of his obligations described in Section 14.3 below, Seller shall deliver to Purchaser the following:

**Bill of Sale**  
**Covenant Not to Compete**

14.3 Obligations of Purchaser at the Closing. At the Closing and coincidentally with performance by Seller of his obligations described in Section 14.2 above, Purchaser shall deliver to Seller the following:

**Cash of One Hundred Twenty Seven Thousand Five Hundred (\$127,500.00) Dollars**  
**Covenant Not To Compete**

#### SECTION 15. DEFAULT.

15.1 Remedies. If Purchaser fails to perform any of the terms, covenants, or obligations under this Agreement, time of payment and performance being of the essence, the Seller's sole remedy both in law and in equity shall be the retention of the Five Hundred (\$500.00) Dollar Earnest Money Deposit.

If Seller fails to perform any of the terms, covenants, conditions or obligations under this Agreement, Purchaser shall be entitled to pursue any and all remedies at law or equity.

15.2 Notice of Default. The parties shall not be deemed in default for failure to perform the terms, covenants, and conditions of this Agreement, until written notice of the default has been given to such party, by the other party, and the party receiving such notice has failed to remedy the default within ten (10) days after the date of the notice.

#### SECTION 16. MISCELLANEOUS PROVISIONS.

16.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified, or supplemented only by written agreement signed by all of the parties hereto.

16.2 Notices. All notices, requests, demands, and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered in hand or two days after being mailed by certified or registered mail, return receipt requested, with

postage prepaid:

If to Purchaser:

David Wellons, Jr.  
414 17th Ave. South  
Myrtle Beach, SC 29577

With a copy to:

Brad King  
The Bellamy Law Firm  
1000 29th Ave. North  
Myrtle Beach, SC 2577

If to Seller:

James Baker  
2075 Green Sea Rd.  
Loris, SC 29569

or to such other person or address as Purchaser or Seller to furnish to the other.

17.3 Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in an appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

17.4 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

17.5 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understanding and agreements among them respecting the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by the party against whom enforcement of that amendment is sought.

17.6 Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17.7 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

17.8 Presumption. This Agreement or any Section thereof shall not be construed against any party due to the fact that said Agreement or any Section thereof was drafted by said party.

17.9 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purpose of the Agreement.

17.10 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all parties hereto even though all the parties are not signatories to the original or same counterpart.

17.11 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

17.12 Attached Exhibits. The following shall be attached as exhibits hereto, and shall be deemed part of this Agreement:

Exhibit "A" Assets

Exhibit "B" Bill of Sale

Exhibit "C" Covenant Not To Compete

EXECUTED as of this 4 day of August, 2010.

SELLER:

Witness:

\_\_\_\_\_  
\_\_\_\_\_

James E. Baker  
James Baker

PURCHASER:

Witness:

\_\_\_\_\_  
\_\_\_\_\_

David T. Wellons, Jr.  
David T. Wellons, Jr.

EXHIBIT "A"

ASSETS

<u>ASSET</u>	<u>VALUE</u>
Equipment	\$55,000.00
Right to use name Yellow Cab Company of Conway & Current Phone Numbers (843-248-2009 & 843-248-6439)	\$62,500.00
Covenant Not to Compete	\$10,000.00
<b>Total</b>	<b>\$127,500.00</b>

## EQUIPMENT

### VEHICLES

Tag #	Year	Make	Model	Vin #	Approximate Milage
TX 17233	1997	Lincoln	Town Car	1LNLM81W0VY620824	172,299
TX 17267	2007	Mercury	Marquis	2MEFM75V17X639994	103,632
TX 17237	1996	Cadillac	Deville	166K05248TV247568	180,632
TX 17273	1998	Lincoln	Town Car	1LNFM81W4WY661200	369,484
TX 17257	2007	Kia	Amanti	KNALD125275122286	70,132
TX 10024	1998	Lincoln	Town Car	1G6KD54Y3WU763063	184,632
TX 17279	2007	Chevrolet	Uplander	1GNDV23157D136041	170,984

### MISCELLANEOUS

8 Car Radlos  
2 Handheld Radlos  
1 Dispatch Radio  
1 Dell Computer  
1 HP Fax and Copy Machine  
1 Air Compressor  
1 Hydraulic Jack  
3 File Cabinets  
Desk  
Calculator  
Safe

EXHIBIT "B"

Bill of Sale

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF HORRY            )           BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that James Baker, for valuable consideration, to him in hand paid (receipt of which is hereby acknowledged), does hereby sell, convey and set over unto David T. Wellons, Jr., his successors and assigns, the personal property described as follows:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said David T. Wellons, Jr., his successors and assigns forever.

And the Grantor does herein binds himself, themselves, its or their successors, or his, her, and their Heirs, Personal Representatives or Administrators (as the case may be) to warrant and forever defend all and singular the said premises unto the said David T. Wellons, Jr., and its and their successors and assigns, or his, her and their heirs and assigns (as the case may be) and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, James Baker, has caused this Bill of Sale to be executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

In the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
James Baker

EXHIBIT "C"

Covenant Not To Compete

Attached



PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210  
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100 Fax: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR  
OPERATION OF MOTOR VEHICLE CARRIER

Date: August 5, 2010

CLASS C - TAXI

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann., § 58-23-10, et seq. (1976), and amendments thereto.

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

Yellow Cab of Conway, LLC

1818 N. Main Street Conway, SC 29526  
Street Address of Applicant

414 17th Ave. South Myrtle Beach, SC 29577  
Mailing Address of Applicant if different from street address

(843) 626-8222  
Phone

(843) 448-9281  
Fax

davidtwellons@yahoo.com  
Email Address

2. If incorporated, a copy of Articles of Incorporation must be attached. (If incorporated outside of SC, attach SC Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

☐ Individual Owner/Sole Proprietorship

☐ Partnership - List names and address of all person having an interest in the business.

☐ Corporation - List names and addresses of two principal officers.

☒ LLC

Yellow Cab of Conway LLC

David T. Wellons, Jr. Sole member/manager

414 17th Avenue South

Myrtle Beach, SC 29577

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

## BALANCE SHEET

Balance at Time Application is Filed:

Month August Year 2010

**Assets:**

Cash	25,000
Receivables	0
Real Estate	0
Buildings and Equipment (Net)	0
Motor Vehicles (Net)	35,000
Garage Equipment (Net)	10,000
Machinery and Tools (Net)	10,000
Supplies on Hand	5,000
Prepays and Other Assets	72,500
<b>Total Assets</b>	<b>\$ 157,500</b>
<b><u>Liabilities and Equity:</u></b>	
Accounts Payable	0
Notes Payable	0
Mortgages Payable	0
Equipment Obligations	0
Accrued Salaries and Wages	0
Other Accrued Obligations	0
Other Liabilities	0
<b>Total Liabilities</b>	<b>0</b>
Capital Stock	
Retained Earnings	
<b>Total Equity</b>	
<b>Total Liabilities and Equity</b>	<b>\$ 157,500</b>

## PROPOSED RATES AND CHARGES FOR SERVICE

Maximum Proposed Rates and Charges for Service are as follows:

*\$5.00 per mile*

Counties to be Served:

*All in South Carolina*

Maximum Number of Passengers per Vehicle:

*5*

## DESCRIPTION OF EQUIPMENT

MAKE	YEAR & MODEL	VIN#	WEIGHT EMPTY	SEATING CAPACITY
lincoln	1997 Towncar	1LNLM81W0V4620824	3800	4
mercury	2007 Marquise	2MFMA75V17X639994	4135	4
Cadillac	1996 Deville	166K05248TV247568	3800	4
lincoln	1998 Towncar	1LNFM81W4W4661200	3800	4
Kia	2007 Armani	KNALD125275122286	3450	4
Cadillac	1998 Deville	1G6KD54Y3WV763063	3800	4
Chevy	2007 Uplander	1GNDV23157D136041	4470	7

# INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**.

The following insurance quote is for:

Yellow Cab of Conway, LLC

Name of Motor Carrier

1818 N. MAIN ST, Conway, SC 29526

Address of Motor Carrier

## Amount of Premium:

## Limits Quoted: (See Below)

Liability Insurance \$ 2400.00

Limits 25/50/25

The above quoted premium is for a term of 12 months.

## Minimum Limits - Intrastate Only:

1-7 Passengers

\$ 25,000/50,000/25,000

8-15 Passengers

\$ 25,000/100,000/25,000

Tower Insurance Company of New York

Name of Insurance Company

120 Broadway New York, NY 10271

Home Office Address of Company

I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

8/5/2010

Date

C Kyle B...

Authorized Insurance Company Representative's Signature

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested.

**Exhibit FWA**

Yellow Cab of Conway, LLC  
Name of Applicant

1. Are there currently any outstanding judgments against the Applicant?

☐ Yes ☒ No

If Yes, indicate nature of judgement(s) against applicant.

2. Is Applicant familiar with all statutes and regulations, including safety regulations and governing for-hire motor carrier operations in South South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

3. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

☒ Yes ☐ No

### Exhibit on Driver Qualifications

1. Applicant understands that all drivers must be a minimum of 18 years of age.

☒ Yes

☐ No

2. Applicant understands that a certified copy of the driver's three (3) year driving record issued by the SC DMV and such record from the DMV of the state in which the driver is or has been domiciled for such period must be maintained in the Applicant's business office.

☒ Yes

☐ No

3. Applicant understands that a criminal history background check from the state where the driver currently lives must be maintained in the Applicant's business office.

☒ Yes

☐ No

4. Applicant understands that all drivers operating a vehicle under a Class C Taxi Certificate must have in their possession when operating a charter vehicle, a valid driver's license issued by the SC DMV or the current state of residence of the driver.

☒ Yes

☐ No

5. Applicant understands that all Class C Taxi Certificate holders are prohibited from employing or leasing vehicles to drivers who are registered, or required to be registered, as sex offenders with the South Carolina State Law Enforcement Division or any national registry of sex offenders.

☒ Yes

☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
POST OFFICE DRAWER 11649  
COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Vol.26, S.C. Code Ann., 1976), and R.38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Vol.23A, S.C. Code Ann.,1976) and amendments thereto, and hereby promises compliance therewith.

STATE OF SOUTH CAROLINA )

COUNTY OF )

Horry

  
Applicant's Signature

I, David T. Wellons, Jr., sole/member manager  
Name of Applicant's Representative Title  
of Yellow Cab of Conway, LLC,  
Applicant

the Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

  
Signature of Applicant's Representative

SWORN TO BEFORE ME  
This 5<sup>th</sup> day of August, 2010

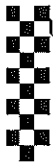
Kathleen A. Lovero

Notary Public

Commission Expires

1-2-2014





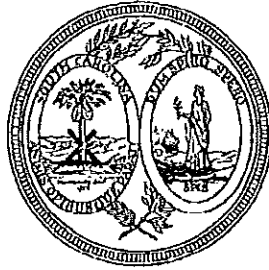
**YELLOW CAB OF CONWAY, LLC**  
**414 TH AVENUE SOUTH**  
**MYRTLE BEACH, SC 29577**  
**843-626-8222**

**TO: Janice - SC Public Service Commission**  
**FROM: David T. Wellons, Jr.**  
**DATE: August 12, 2010**  
**FAX #: 803-896-5199**  
**RE: Yellow Cab Company of Conway, LLC (David T. Wellons, Jr.)**  
**Articles of Organization - Limited Liability Company**

As per your request, the following is the Articles of Organization and the Certificate of Existence.

If you have any questions, please do not hesitate to call me at 843-997-1375. or my office at 843-626-8222. Thank you.

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

YELLOW CAB OF CONWAY, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on August 5th, 2010, with a duration that is until January 1st, 2090, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
5th day of August, 2010.

A handwritten signature in cursive script that reads "Mark Hammond".  
Mark Hammond, Secretary of State

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
ARTICLES OF ORGANIZATION  
LIMITED LIABILITY COMPANY**

**TYPE OR PRINT CLEARLY IN BLACK INK**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Section 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is **Yellow Cab of Conway, LLC.**
2. The address of the initial designated office of the Limited Liability Company in South Carolina is

**414 17th Avenue South  
Myrtle Beach, South Carolina 29577**

3. The initial agent for service of process of the Limited Liability Company is

**David T. Wellons, Jr.**  
Name

  
Signature

and the street address in South Carolina for this initial agent for service of process is

**414 17th Avenue South  
Myrtle Beach, South Carolina 29577**

4. The name and address of each organizer is

**David T. Wellons, Jr.  
414 17th Avenue South  
Myrtle Beach, South Carolina 29577**

5. ☒ Check this box only if the company is to be a term company. If so, provide the term specified: **The company shall cease to exist on January 1, 2090**
6. ☒ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

**David T. Wellons, Jr.  
414 17th Avenue South  
Myrtle Beach, South Carolina 29577**

7. ☐ Check this box if only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. **N/A**

100805-0100 FILED: 08/05/2010  
YELLOW CAB OF CONWAY, LLC

Filing Fee: \$110.00 ORIG

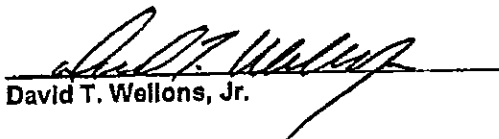
Mark Hemmond

South Carolina Secretary of State

Articles of Organization - Yellow Cab of Conway, LLC

Page 2

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement. N/A
10. Signature of each organizer

  
David T. Wellons, Jr.Date: 8/2/10

8/9/10

To Whom it may Concern,

I will send you supporting documents to show the Closing has taken place if you need me to.

Please call me with any questions  
at 843-997-1375

Thank You,

David T. Wellons, Jr.